



DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

Notice to Prospective Proposers

December 17, 2010

You are invited to review and respond to this Request for Proposal (RFP) Secondary, entitled Tire-Derived Product Business Assistance Program: Industry-wide Support Activities, DRR10033. In submitting your proposal, you must comply with the instructions herein.

Note that all Contracts entered into with the State of California will incorporate by reference General Terms and Conditions, Special Terms and Conditions and Contractor Certification Clauses which are referenced in Section II of this package. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Resources Recycling and Recovery (CalRecycle) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Shelly Lewis
contracts@calrecycle.ca.gov
Phone: 916.341.6649
Fax: 916.319.7345

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Shelly Lewis
Contract Administrator

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Section 1 Overview

General Information

CalRecycle promotes a zero waste California in partnership with local government, industry, and the public. This means managing the estimated 76 million tons of waste generated each year by reducing waste whenever possible, promoting the management of all materials to their highest and best use, and protecting public health and safety and the environment.

CalRecycle Contact Information

Department of Resources Recycling and Recovery

Physical Address: 1001 I Street,
Sacramento, CA 95814
CalRecycle Contracts Unit, MS-19A
Mailing Address: PO Box 4025,
Sacramento, CA 95812-4025
Attn: Contracts Unit, MS-19A

Phone: (916) 341-6649

FAX: (916) 319-7345

EMAIL: contracts@calrecycle.ca.gov

Any documents delivered in person must be received in the Visitor's & Environmental Service Center located in the lobby of the CalEPA Headquarters Building at 1001 I Street, Sacramento, CA 95814.

Service Needed

The Tire-Derived Products Business Assistance Program (TBAP or Program) is designed to increase demand for tire-derived products (TDP) by building the capacity and improving cost efficiencies of TDP businesses.

To accomplish CalRecycle's market development goals, a Contractor with waste tire industry specific knowledge and skills that will benefit the industry as a whole (as opposed to one-on-one assistance to a particular business) must be identified to help support CalRecycle's waste tire market development programs. The objective of this project is to expand overall market demand by emphasizing the development of new products from existing businesses and/or the production of an existing product with recycled California tire rubber rather than virgin material.

The primary focus of the Program is to increase the manufacture of TDPs. Consistent with the Program focus is an emphasis on diversifying TDP demand, especially for ground/crumb rubber. A major effort is directed at identifying those rubber products that are already being manufactured using virgin materials but which instead could use some percentage of recycled rubber (known as feedstock conversion) and provide a consistent use, and hence a consistent demand, for crumb rubber. Tire-Derived Aggregate (TDA) is being focused on through other CalRecycle programs, but may also benefit from TBAP services.

Contract Budget

Subject to availability of funds and approval by CalRecycle, there is a current maximum budget of one million two hundred thousand dollars {\$1,200,000}. CalRecycle reserves the right to amend the budget for this Contract as needs arise.

Payment Withhold

The provisions for payment under this contract will be subject to a ten percent (10%) withholding per ~~task~~ invoice. The withheld payment amount will be included in the final payment to the contractor and will only be released when all required work for each work plan has been completed to the satisfaction of CalRecycle.

Liquidated Damages

The selected Contractor, to receive award of this Contract, will be subject to liquidated damages if required deliverables (i.e., reports) are not submitted by the due date(s) outlined in the Scope of Work. See Section II, Commitment, *Special Terms and Conditions* for additional information.

Contract Term

The term of this Contract will span approximately 24 months and is expected to begin in May 2011. CalRecycle reserves the right to amend the term of this Contract as needs arise.

Process Type

Request for Proposal (RFP) (Secondary Method).

Process Schedule

This process will be conducted according to the following tentative schedule where all times are Pacific Time

Advertisement Date	December 17, 2010
Written Questions Due by 5:00 pm	January 7, 2011
Submittal's Due by 2:00 pm	February 10, 2011
Post Notice of Intent to Award	March 3, 2011

Section II Rules and Conditions

Introduction

There are conditions that this RFP, submitting Proposers, proposals and resulting Contracts are subject to and/or are required to comply with.

Commitment

Upon submittal of a Proposal, the Contractor has committed to comply with the following requirements:

- All items noted in RFP documents
- Special Terms and Conditions available for viewing at www.calrecycle.ca.gov/contracts/forms.
- General Terms and Conditions (GTCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.
- Contractor Certification Clauses (CCCs) available for viewing at www.ols.dgs.ca.gov/Standard+Language.

If the Proposer fails to meet any of the requirements or comply with CalRecycle requests, CalRecycle can reject, disqualify, or remove the firm from the process. CalRecycle is not committed to award a Contract resulting from this RFP.

Antitrust Claims

In submitting a Proposal Package to a public purchasing body, the Proposer offers and agrees that if the Proposal Package is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the Proposal Package. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer. (See Government Code Section 4552.)

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the Proposal Package price, less the expenses incurred in obtaining that portion of the recovery. (See Government Code Section 4553.)

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

Contractor's Cost

All costs resulting from the contractor's participation in the RFP process are at the firm's expense. No costs incurred by the contractor participating in the RFP process will be reimbursed by CalRecycle.

Information

All information obtained or produced during the course of the Contract will be made available to CalRecycle.

Any information that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked on each page claimed to be confidential by the Proposer prior to submission to CalRecycle. Any claims of confidentiality or trade secret(s) except as to information that qualifies as such under the PRA or PCC may result in disqualification.

CalRecycle will hold information deemed confidential or trade secret(s) by the Proposer to the extent allowable by the California Public Records Act and the Public Contract Code.

Written Questions

The RFP includes a formal question and answer period in which Proposers have the opportunity to submit questions regarding the RFP. All questions must be submitted in writing either by mail, fax, or e-mail to the CalRecycle Contact as listed in Section I. The questions and answers will be published in an Addendum to the RFP (see below, Addenda).

Addenda

CalRecycle reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to CalRecycle prior to the deadline for submission of written questions. CalRecycle will issue addenda to address such issues.

Modification of Submittals

A Proposal submitted prior to the submittal deadline can be withdrawn or modified by the submitting Proposer. The Proposer must:

- Provide a written request
- Identify the requesting individual and their association to the Proposer

A Proposal cannot be withdrawn for modification after the submittal deadline has passed.

Errors in Submittals

An error in a Proposal package may be cause for rejection of that proposal.

CalRecycle may make certain corrections if the Proposer's intent is clearly established based on review of the complete proposal.

Unreliable List

Any contractor or subcontractor currently on the CalRecycle Unreliable list is ineligible to apply for or participate in this contract.

Negotiating State Contracts

This solicitation and any resulting contract or amendments are subject to the conditions set forth in PCC § 6611.

If any of the conditions identified in PCC § 6611 exist, the Department of General Services may perform contract negotiations, if it is determined to be in the best interest of the State.

Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

Use Tax

If, during the course of the Contract, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of Revenue and Taxation Code §§ 6452.1, 6487, 6487.3, 7101, and 18510, in addition to Public Contract Code § 10295.1.

Small Business (SB) Preference

Any Bidder competing in this process as a California Certified Small Business (SB), or as a non-SB certifying to subcontract a minimum of 25% of the total contract services to a California Certified SB, will receive a five percent (5%) preference. Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

CalRecycle will apply the preference per State law and as described on the DGS website at <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>.

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders. If the highest scored proposal is from a non-certified small business or microbusiness, then:

1. Calculate five percent (5%) of the highest responsible bidder's total score.
2. Add the amount calculated above to the score of each of the bidders eligible for the SB incentive. This new amount is the total score.

Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's SB certification must be included with the Bid Package.

Disabled Veterans Business Enterprise (DVBE) Preference

Any Bidder competing in this process as a California Certified Disabled Veterans Business Enterprise (DVBE), or as a non-DVBE certifying to subcontract a minimum of 3% of the total contract services to a California Certified DVBE, will receive a preference as shown below:

1. Five (5%) and above participation level = bid will receive five percent (5%) preference.
2. Four (4%) participation level = bid will receive two percent (2%) preference.
3. Three (3%) participation level = bid will receive one percent (1%) preference.

Certification must be provided by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).
CalRecycle will apply the preference as follows:

The incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified above.

For award based on high score, the incentive is applied by calculating the "earned" score for all bidders: If the highest scored proposal is from a non-certified small business or microbusiness, then:

1. Calculate five percent (5%) of the highest responsible bidder's total score.
2. Add the amount calculated above to the score of each of the bidders eligible for the DVBE incentive according to the participation levels. This new amount is the total score.

Application of the incentive shall not displace an award to a small business with a non-small business.

A copy of the Bidder's DVBE certification must be included with the Bid Package

Subcontractors

All subcontractors identified in the proposal must be experts in their respective disciplines and capable of performing the tasks for which they are hired.

If awarded the Contract, the contractor **must** use all of the SB and DVBE firms identified on the Small Business/DVBE Participation Summary.

CalRecycle reserves the right to approve substitutions of subcontractors, as long as certified business participation levels remain unchanged. Specific procedures must be followed to substitute a DVBE; therefore, all DVBE substitutions must be approved by CalRecycle.

Confidentiality/Public Records

The Proposer receiving award of this Contract will be required to comply with the following.

The Contractor and CalRecycle understand that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with GC § 6250, or the PCC. CalRecycle agrees not to disclose such information or data furnished by Contractor and to maintain such information or data as confidential when so designated by Contractor in writing at the time it is furnished to CalRecycle, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and/or the PCC. Contractor agrees to limit access to all confidential and proprietary documents, information and data furnished to it in the course of this Contract to those individuals whose work on this Contract requires such access. Each of Contractor's employees and each of Contractor's subcontractors and the subcontractors' employees who will have access to any confidential or proprietary documents, information and/or data must execute a confidentiality agreement with Contractor. Contractor must also offer to enter into optional separate confidentiality agreements with the companies to whom it will provide services under this Contract. (see Attachments J and K) Upon completion or termination of the Contract, all originals and copies of any confidential or proprietary documents and/or data furnished to the Contractor in the course of this Contract will be returned to the CalRecycle Contract Manager. Contractor may retain copies of aggregations prepared from confidential or proprietary documents, information and/or data, but must ensure that the parties from whom the information or data originated is not identifiable.

Recycled-Content Certification

The Proposer receiving award of this Contract will be required to report all State Agency Buy Recycled Campaign (SABRC) reportable purchases and the recycled content of those purchases. Attachment F (CalRecycle 74C) is required to be submitted with each invoice or annually as determined by the CalRecycle Contract Manager.

Payments to the Contractor

CalRecycle does not have statutory authority to make advanced payments. Services rendered must be identified on an invoice, to be billed monthly in arrears.

Travel and Per Diem

Lodging, food, and incidental expenses on trips in support of services will be reimbursed at the following State per diem rates per 24 hour day for the length of the contract. All travel will be reimbursed at the excluded employee travel rates in accordance with the California Code of Regulations Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Section 599.615.1 et seq..

- Lodging (receipts required) per day–
 - Most locations up to a maximum of \$84 plus tax
 - Counties of Los Angeles and San Diego up to a maximum of \$110 plus tax
 - Counties of Alameda, San Francisco, San Mateo and Santa Clara up to a maximum of \$140 plus tax
- Meals (actual expense) (up to \$6 for breakfast, \$10 for lunch and \$18 for dinner) – up to a maximum of \$34 per day
- Incidentals – up to a maximum of \$6 per day.
- Coach airfare, mid-size/economy rental cars, and fuel – actual costs verified by bills or receipts. First Class or Business Class air travel is not allowed.

Equipment and Software Purchases

Any equipment or software purchased to perform the responsibilities under the contract are considered state property and shall be returned to CalRecycle at the end of the contract.

Section III Proposal Submittal Requirements

Introduction

Failure to follow the instructions contained in this document may be grounds for rejection of a Proposal.

CalRecycle may reject any Proposal if it is conditional, incomplete or contains irregularities.

CalRecycle may waive an immaterial deviation in a Proposal, if deemed in the best interest of CalRecycle.

Deadline

The proposal package must be received by CalRecycle, at the address listed in Section I, Overview, by 2:00 p.m. on February 10, 2011.

Proposals received after the deadline will be considered late and returned to the Proposer unopened.

Addressing

The proposal package must clearly state that it is in response to this RFP and note the RFP number listed with the direction of "Mailroom – do not open."

Number of Copies

The Proposer is required to submit all required documents in the following format:

- One original, non-bound hard copy marked "Original"
- Three bound, hard copies marked "Copy"
- One electronic copy on disc or compact disc viewable by Adobe Acrobat Reader. Entire proposal, including any attachments, must be saved as a single document.

It is the submitting Proposer's responsibility to ensure that the electronic copy is formatted in Adobe Acrobat Reader and viewable by CalRecycle.

Document Printing

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

Cover Letter

The cover letter shall be signed by an individual who is authorized to bind the Proposer and shall indicate that person's title or position. The cover letter must be on the Proposer's company letterhead and contain the following information:

- a. Name and address of the Proposer submitting proposal;
- b. Proposer's Headquarters for purposes of this Contract, if awarded;
- c. Name, telephone number, and e-mail address of a person who can be contacted if further information is required;
- d. Name, title, address, telephone number, and e-mail address of individual(s) with authority to execute a binding Contract on behalf of the Proposer;
- e. Statement that personnel who will provide services under the Contract will have the required certifications and that bidder will have qualified personnel available to meet the service needs; and
- f. Statement attesting to the fact of the percentage of post consumer recycled content fiber paper used in the compilation of the proposal.
- g. Statement stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC § 10286.
- h. List of primary's and any subcontractor (s)' business names, identification of certified SB and/or DVBE status, if applicable, corresponding OSDS Reference number(s) issued to the certified SB and/or DVBE by the Department of General Services.

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The information must be organized as presented with corresponding page references.

Summary

The Proposer must include a brief overview of the project and summarize the Proposer's approach to the work.

Methodology

The proposal should include a Work Plan describing the methods to be employed to accomplish the project objectives. The methodology should be described in sufficient detail to allow CalRecycle staff to evaluate the methods and should address all tasks and items in the Scope of Work.

Proposals should describe how the objectives will be met and the methods the contractor will use. The description should include not only what work will be performed, but how it will be performed.

The tasks described in the Scope of Work outline a general approach for meeting the requirements; however, alternative approaches for some or all of the tasks may be proposed if they meet or exceed the requirements in meeting the project objectives.

Organization

Provide a brief description of the organization's services and activities, including:

- Date of establishment
- History
- Location
- Any known conflicts of interest

Conflict of Interest

Proposers must identify any known conflicts of interest (see Section IV Proposal Submittal Requirements, Organization).

Conflicts of interest include business or other relations between the Proposer and CalRecycle staff, or businesses that may be awarded assistance under the Tire-Derived Product Business Assistance Program.

The following Public Contract Codes identify potential conflicts of interest.

10410. No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored or funded, or sponsored and funded, by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods.
10411. (a) No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.
- (b) For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service.

Qualifications and Resources

The prospective contractor and subcontractors must have the experience, qualifications, and resources to perform the required tasks of the project.

The proposal must include a description of the resources & methodology to be used on the project while demonstrating an individual or team members' abilities to perform the work. **The proposals must include resumes for the Project Manager, Personnel and Subcontractors and must include:**

- Experience
- Knowledge
- Educational Background
- Appropriate licensing
- Tasks to be performed
- Budget/cost/rates

The high level of specialized expertise required from various disciplines requires the Contractor to have waste tire industry specialized knowledge and skills to provide services to benefit the industry as a whole. The Contractor must assemble a team of highly experienced and respected consultants to effectively provide the necessary assistance. One or more members of the Contractor's team must be highly knowledgeable regarding markets for tire-derived products.

References

The Proposer's team must provide a minimum of three (3) verifiable references and/or experience that support the above qualifications.

CalRecycle reserves the right to seek references in addition to the client references provided by the Proposer, as it deems necessary.

If a reference or project experience is unable to be verified, it will be disregarded.

Samples of Written Work

The Proposer's team must include a copy of a verifiable written work that is similar in nature to the proposed project and deliverables, if no past work with CalRecycle's Tire-Derived Product Business Assistance Program is available.

Contractor Eligibility

The Proposer must include a written declaration, stating that the Contractor and any Subcontractors to be used during the performance of the contract are eligible to contract with the State of California, pursuant to PCC § 10286.1. *Statement may be included in the cover letter.*

Qualification/Licenses

The Contractor shall be an individual or firm qualified to do business in California. Required documentation includes the following as applicable:

- A copy of the Proposer's registration with the Secretary of State.
- Additionally, pursuant to the California Business and Professions Code, for services of a "professional" nature requiring a professional license issued by the CA Department of Consumer Affairs, Proposers must submit a copy of the appropriate license(s) for each team member who will provide "professional" services under the contract.
- There are no professional licensing requirements for these services.

Small Business (SB) Participation

CalRecycle expects a minimum of twenty-five percent (25%) of the project services to be contracted to a California OSDS Certified SB that performs a commercially useful function.

This goal can be achieved by a combined effort of

- The Proposer is a Certified OSDS SB, as defined in Section V Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.

Disabled Veteran Business Enterprise Participation (DVBE)

CalRecycle expects a minimum of three percent (3%) of the project services to be contracted to a California OSDS Certified DVBE that performs a commercially useful function.

This goal can be achieved by a combined effort of the prime and/or any subcontractors, which includes:

- If the Proposer is a Certified OSDS DVBE, as defined in Section V, Definitions and Terms, the Participation Summary (see Attachments) must be completed and submitted with the proposal.
- If the Proposer has identified subcontractors to be utilized to meet this goal, the Participation Summary (see Attachments) must be completed and submitted with the proposal.

Enterprise Zone Act (EZA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for EZA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the EZA.

If the Proposer is qualified for this preference, the EZA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.

Target Area Contract Preference Act (TACPA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for TACPA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the TACPA.

If the Proposer is qualified for this preference, the TACPA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.

Local Agency Military Base Recovery Act (LAMBRA)

If the budget for services outlined in this announcement, exceeds \$100,000, CalRecycle will grant a preference for LAMBRA qualified Proposers.

The Proposer must provide reasonable demonstration of contract labor hours and certify that they will comply with the requirements of the LAMBRA.

If the Proposer is qualified for this preference, the LAMBRA Preference Request Form must be included in the proposal submittal.

The form may be downloaded at www.calrecycle.ca.gov/contracts/forms.

Maximum Combined Preferences and Rules for Award

In combination with any other preferences (TACPA, EZA, LAMBRA, SB, , DVBE, participation, etc), the maximum limit of the combined preferences is 15% of the bid amount and, in no case, more than \$100,000.00 per solicitation.

Preference programs for TACPA, EZA, LAMBRA, or the non-SB subcontracting preference cannot displace a direct award to a certified SB. In the event of a tie between a SB/MB and a firm that is SB/MB and DVBE, the award shall be made to the firm that is SB/MB and DVBE.

Section IV Cost Proposal Submittal

Evaluation

The Contractors cost proposal submittal will be evaluated based on whether the cost breakdown is sufficiently detailed to determine if the proposed expenses are reasonable.

Cost Breakdown

The cost proposal must specify the total cost and include detailed project costs, as required in the Cost Proposal Sheet. The winner Proposer's invoices must be itemized as shown in the submitted cost sheet.

The subcontractor commitments must be identified, by task and dollar amount, and included in the task by task cost proposal submittal.

The costs identified should take into consideration the length of the contract and any anticipated increases in salaries and administrative overhead costs.

If fringe benefits and/or overhead are not specifically itemized in the Cost Proposal Sheet and if the Proposer inserts a \$0, Proposer must explain on the Cost Proposal Sheet why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Failure to include on the Cost Proposal Sheet budgeted costs for all tasks included in the Scope of Work will be grounds for disqualification.

The cost proposal sheet is a self-contained document for purposes of calculating cost points and evaluating whether all information required by the RFP has been submitted. Therefore, all information (such as explanations of \$0 instead of itemized costs) must be included on the cost proposal sheet. Reference by incorporation to the proposal is not acceptable.

The amount identified on the cost breakdown may not be changed and will remain in effect for the life of the Contract.

Section V Evaluation and Selection

Introduction

CalRecycle will perform a Pre-Qualification Evaluation process to ensure that the Proposer has included all required documentation in the Proposal submittal.

If a proposal package does not meet all of the requirements set forth in this RFP, it will be considered non-responsive and rejected from further competition.

Those Proposer's submittals that pass this review will be forwarded to the Selection Committee for Evaluation.

Selection Process

The Selection Committee will evaluate and score all proposals, passing the Pre-Qualification Evaluation, utilizing the Scoring Criteria identified in this RFP. Although this Secondary RFP will be awarded to the qualified Proposer achieving the highest score, the cost component is heavily weighted as CalRecycle is looking for extremely competitive rates for the services to be provided to the tire-derived product industry.

Only those proposals that receive a score of at least the minimum requirement identified on the Scoring Sheet will be ranked.

Cost Points

Cost points account for 30% of the total points available (see Proposal Scoring Sheet). Proposers will be awarded Cost Points as follows:

- 1) Lowest cost proposal is awarded the maximum cost points.
- 2) Other proposals are awarded cost points based on the following calculation:

Other Proposer's Cost Points = (factor*) X maximum cost points

* factor is the Lowest Proposer's cost divided by Other Proposer's cost

EXAMPLE

Lowest Proposer's cost = \$10

Other Proposer's cost = \$12

Maximum cost points = 30 cost points

factor = \$10 ÷ \$12 = .83

Cost Points Calculation for Other Proposer's Cost

.83 X 30 cost points = 25 cost points

Final Cost Points Awarded

Lowest cost proposal receives 30 cost points

Other cost proposal receives 25 cost points

Oral Interview

If oral interviews will be conducted as part of this process, the date of said interviews will be within the timeframe identified in Section I, Schedule.

All Proposers invited for an interview will be notified by CalRecycle of the specific date and time of the interview.

Failure to attend the interview by the Proposer will be grounds for removing the Proposer from the remainder of the process.

Grounds for Rejection

All proposals may be rejected whenever the determination is made that the proposals received are not really competitive, when the cost is not reasonable, or when the cost exceeds the amount expected.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal

- The cost submittal is unsigned
- The proposal cost is not prepared as required by the RFP
- The Proposer has been prohibited from contracting with the State by the Department of Fair Employment and Housing
- The Proposer has received a substantive negative contract performance evaluation from another State agency
- Any items required by the RFP are not included with the submittal

No proposal may be rejected arbitrarily or without reasonable cause.

Award of Contract

Award of this Contract will be to the highest ranking responsible Proposer meeting all of the RFP requirements.

In the event of a tie, CalRecycle may utilize a tie breaker to determine the winning Proposer. The tie breaker will be determined based on which Proposer has the most SB and DVBE participation identified in the bid package.

CalRecycle reserves the right to not award a Contract.

Notice of Intent to Award

CalRecycle will post a notice of intent to award this Contract five (5) working days prior to the award being made.

Notice of the intent to award will be posted on CalRecycle's website at www.CalRecycle.ca.gov/contracts, and at the headquarters building and according to the tentative schedule noted in Section I. It is the Proposer's responsibility to check one of these locations for a copy of the Notice of Intent to Award.

Rejection of Award

If the Proposer fails to enter into a satisfactory Contract within a reasonable timeframe after the award is made, CalRecycle may deem that the Proposer has rejected the award.

CalRecycle reserves the right to disqualify the awardee and award the Contract to the next highest ranked Proposer.

Protest of Award

A Proposer may protest the proposed award by filing an official protest with the Department of General Services. The protest must be filed after the notice of intent to award the contract, but before the actual award.

Within five (5) **working** days of the initial protest filing, the Proposer must submit a detailed written statement with information that supports that the Proposer would have been awarded the contract and the grounds for that position.

The Contract will not be awarded until a decision has been made on the filed protest.

The protest documents should be sent via registered mail to the following parties:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 Third Street, 7th floor
Sacramento, CA 95605
Fax (916) 376-5088

CalRecycle
Attn: Contracts Unit
1001 I Street, MS-19A
Sacramento, CA 95814
Fax (916) 319-7582
Email contracts@CalRecycle.ca.gov

Section VI Description of Work

Work to be Performed

The Contractor is responsible for developing technical resources, research projects, outreach and marketing assistance activities that will help to strengthen the TDP industry in California and help support CalRecycle's tire market development programs. These activities will aim to benefit one or more industry sectors as opposed to individual assistance to one business. The following is a general overview of the work that the Contractor shall perform:

- Task 1: Develop Industry-wide Work Plans
- Task 2: Conduct Research on TDPs and Potential New Products and Technologies that Use Waste Tires (Feedstock Conversion)
- Task 3: Conduct Outreach and Education to Promote TDPs to Government and Private Entities
- Task 4: Continue to Develop and Establish Industry-wide Standards
- Task 5: Conference
- Task 6: Ad hoc Assistance
- Task 7: Conduct Annual Tire-Derived Product Materials Market Analysis
- Task 8: Contractor Coordination
- Task 9: Reports

Tasks

Task 1: Develop Industry-wide Work Plans

- A. Work with the CalRecycle Contract Manager (Contract Manager) to prepare and schedule work plans for Tasks 2-7 to describe and provide a timeline for each individual task. Each work plan should be developed in collaboration with the TBAP grant contractor, the Contract Manager and any other applicable CalRecycle staff. No other work shall be conducted until each work plan is approved by the Contract Manager.
- B. Each work plan should address groups that will be partnered with, such as Recycling Market Development Zone Administrators trade organizations, (e.g., Rubber Manufacturers Association, the California Rubber Recycling Network), local recycling coordinators, etc.
- C. Should changes to an approved work plan be necessary, the Contractor will submit any such changes to the Contract Manager for approval before conducting other work.
- D. Each work plan will identify any materials to be posted or revised on the existing web and newsletter or list serve functions that will be done to ensure that information is being communicated regularly to stakeholders.
- E. Each work plan will identify all timelines and deliverables including presentations and/or dissemination of information to stakeholders and include a tentative schedule that the Contract Manager will use to coordinate with CalRecycle's Office of Public Affairs (OPA).
- F. Each work plan should identify reports needed and the timelines.

Task 2: Conduct Research on TDPs and Potential New Products and Technologies that Use Waste Tires (Feedstock Conversion)

- A. The Contractor will develop a work plan, to be approved by the Contract Manager, to research benefits of and barriers to feedstock conversion opportunities and define specific feedstock conversion research needed. Analysis of the research will be presented in a written report to be reviewed and approved by the Contract Manager.
 - 1. Building on information from the TBAP2 Contract (Contract # IWM07059) and from conferring with grantees and other stakeholders, identify and conduct research to evaluate potential new technologies and products to enhance and diversify the TDP marketplace. This includes identifying and characterizing potential benefits and barriers experienced by established manufacturers that have the potential to expand and diversify use of ground rubber as a raw material, e.g., identify companies that pose feedstock conversion opportunities.
 - 2. Information may be disseminated to targeted manufacturers via workshops, outreach materials, website, etc.
 - 3. Analysis should include information that could be used for Tire loan program criteria

Task 3: Conduct Outreach and Education to Promote TDPs to Government and Private Entities

- A. Evaluate opportunities and develop a targeted plan for outreach to customers in the green building and government purchasing arenas. Monitor and measure the amount of TDPs purchased through these efforts.
- B. Conduct meetings, training sessions, and webinars to targeted stakeholders.
- C. Compile marketing materials from TDP companies and prepare materials, both electronically and web-based, to assist in marketing and selling TDPs to targeted customers such as government, the green building industry, and other customers determined in consultation with the Contract Manager (e.g., molded or extruded products in automobiles, TDA in septic tanks). Where applicable and in consultation with the Contract Manager, incorporate relevant new research information (e.g., on turf health effects, CEC study on tire/fuel efficiency) into marketing materials.
- D. Maintain and update the TDP Architect's Guide and expand educational and outreach efforts to promote the use of the guide.
- E. Provide training to TDP businesses through workshops, etc., to promote selling TDPs to targeted stakeholders.
- F. Develop case studies that include measurements such as product performance or cost savings that demonstrate the successes and uses of the products made by various grantees.
- G. Confer with stakeholders to develop partnerships and determine market strengthening activities to promote TDPs such as, but not limited to, bark and mulch. Take this information and apply it to further expand demand by convincing major retailers to have their supply chains use recycled rubber, where applicable.

Task 4: Continue to Develop and Establish Industry-wide Standards

- A. Periodically conduct trainings, such as workshops, webinars, on quality control, quality standards and process improvement for targeted TDP industries and/or products, such as playgrounds.
- B. Address the need for widely accepted quality standards for tire-derived rubber feedstock and/or select TDPs by exploring opportunities with industry for establishing new standards and/or promoting existing standards.

Task 5: Conference

- A. In coordination with the Contract Manager, assist with any specialized needs in development and implementation of the CalRecycle tire conference(s), including soliciting stakeholder input on topics, developing educational activity plans/priorities, and identifying potential presenters. Assist the Contract Manager with surveying stakeholders to determine topics, and organize or conduct any presentations focused on targeted market support/assistance to TDP manufacturers.
- B. Participate and present at the conference(s).

Task 6: Ad hoc Assistance

Upon request from the Contract Manager, assist in vetting prospective tire recycling ventures. This might include researching the recycling venture, conducting follow-up conference call(s), providing technical assistance information, etc.

Task 7: Conduct Annual Tire-Derived Product Materials Market Analysis

Conduct two annual TDP markets surveys and analyses with, at the request of Contract Manager, a designated CalRecycle staff "trainee"

- A. The Contractor will administer the survey per established protocols (per previous TBAP contracts), to be provided to the Contractor by the Contract Manager. The survey will be designed to gather information, including but not limited to, capacity, throughput, types and amounts of input (by specification) and outputs (by product type), types of customers, perceptions of market drivers, barriers and opportunities for market expansion.
- B. The Contractor will provide an update on the current supply/demand balance and capacity for use in evaluating equipment loan applications, evaluating grant criteria, and in other CalRecycle programs. The update will describe recent or expected expansions or contractions in general processing and ground rubber production capacity, TDP production capacity and overall market demand. The analysis will identify regional infrastructure needs.
- C. The Contractor will analyze and summarize the market trends for targeted TDPs. This will include a periodic update regarding opportunities and market development mechanisms to address barriers. Detailed cost and performance data on targeted TDPs will be compiled. (Note: some lifecycle and performance

information is already available in existing RAC and TDA projects, including contract on RAC lifecycle costs, and specific info on TDA is gathered from individual projects.)

1. Provide input to CalRecycle grant staff regarding any refinement of grant survey questions to collect data. Coordinate with CalRecycle grant staff on identifying types of \$/tire information to be included in future grant cycles.
 2. Conduct a number of case studies annually that highlight key cost and performance data in a common format and make recommendations on how case study information could be used, e.g., signage for posting at grantee project sites, to promote the benefits and product availability.
 3. Consolidate this information and present the information in a concise, effective way that is suitable for a range of different audiences and uses.
 4. Coordinate closely with the Contract Manager to ensure that CalRecycle staff has the latest data for promotion, outreach, education and training activities.
- D. The Contractor will make recommendations regarding additional market development activities to address TDP performance regional supply and demand barriers and suggest a strategy for improving TDP product markets as a result of this analysis and other necessary research.
- E. The Contractor will prepare a report that includes all of the research and findings and contains a guidance document presenting a protocol and templates to enable CalRecycle staff to update the supply and demand analysis in future years.

Task 8: Contractor Coordination

The Contractor will formally collaborate with the Contractor of the concurrent TBAP grants contract, as well as with other CalRecycle waste tire market development-related projects as deemed appropriate by the Contract Manager. Collaboration includes the development of coordinated work plans and participation in meetings and other activities at the request of the Contract Manager.

Task 9: Reporting

- A. The Contractor will provide monthly reports to the Contract Manager covering activities completed, in progress, any issues, etc.
- B. All documents and/or reports drafted for publication by or for CalRecycle in accordance with this contract shall adhere to CalRecycle's Contractor Publications Guide at www.CalRecycle.ca.gov/Publications/PubGuide/ and, must be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines, after which they shall be submitted to and reviewed by the Contract Manager in consultation with the CalRecycle editor.

(The Contractor is encouraged to consult with the CalRecycle project management and editorial staff early in the development process to ensure deliverable requirements are clearly understood and to minimize the need for revisions.)

- C. Contractor shall submit a draft final report to the CalRecycle Contract Manager six weeks prior to the due date for the Final Report. The draft, like the final report, must be reviewed by a technical editor of the Contractor's choosing to ensure that the reports comply with CalRecycle's publication guidelines. The draft will be reviewed by CalRecycle staff who will provide comments or questions that should be addressed or incorporated into the subsequent draft of the report. Any requested changes must be completed by the Contractor and resubmitted to the Contract Manager for final approval. Only when all revisions are made and approved by the Contract Manager will the report be deemed final.
- D. The Contractor will provide a final report on the grant cycle, including an evaluation of its effectiveness, on or before April 30, 2013.
- E. Contractor will not receive final payment until the final report has been approved by the CalRecycle Contract Manager. The final report shall be printed double-sided, on 100 percent recycled-content paper.
- F. Contractor shall be aware that if the final report contains copyrighted work in print (tables, graphics, or photographs), or other materials taken from copyrighted sources, the Contractor shall cite the copyrighted material in the final report and obtain permission to use the copyrighted material. Contractor shall secure express written permission from the copyright holder or the holder's licensing representative. Contractor will

include letters of permission to use copyright material as an appendix in the final report. If Contractor does not secure permission to use copyrighted material, said material will not be used in the final report.

Contract/Task Time Frame

The contract is scheduled to begin in May 15, 2011 and expected to end in May15, 2013. The table below reflects the contract task/time frame from date of award.

Task	Deliverable	Estimated Timeframe
1) Develop Industry-wide Work Plans	A work plan for each stated task including timeline, schedule	June, 2011
2) Conduct Research on TDPs and Potential New Products and Technologies that Use Waste Tires (Feedstock Conversion)	Report	Ongoing through April 30, 2013
3) Conduct Outreach and Education to Promote TDPs to Government and Private Entities	Assistance and applicable materials and reports	Ongoing through April 30, 2013
4) Continue to Develop and Establish Industry-wide Standards	Standards Guidance Report	Ongoing through April 30, 2013
5) Conference	Assistance	2012 and 2013
6) Ad/hoc Assistance	Assistance	Ongoing through April 30, 2013
7) Conduct Annual (2011 & 2012) Tire-Derived Product Materials Market Analysis	Draft and Web-ready reports.	Spring 2012 and Spring 2013
8) Contractor Coordination	N/A	Ongoing through April 30, 2013
9) Industry-wide Activities Administration and Reporting	Final web-ready report.	Final Report for all activities due April, 2013.

Location of Services

Services will be provided state-wide. Most meetings with the CalRecycle Contract Manager will be held in Sacramento and by teleconference or webinar as appropriate.

Work Order

The CalRecycle Contract Manager will direct the Contractor to provide Industry wide assistance through the use of Work Orders. Industry wide services will be provided in a manner and timing consistent with the needs of the industry and in an effort to minimize overall contract costs. The Contract Manager will have final authority regarding what Industry wide services are authorized. Any unanticipated issues shall be brought to the attention of the CalRecycle Contract Manager. The Contract Manager will confer with appropriate CalRecycle staff, if necessary, and the Contractor to resolve the issue.

Control of Work

- CalRecycle Contract Manager has the authority to determine the quality and acceptability of the following:
 - Work to be performed
 - Rate and progress of the work
 - Fulfillment of the services provided by the Contractor
 - Compensation for services provided by the Contractor

These decisions will be deemed final and enforceable by CalRecycle Contract Manager when the Contractor fails to complete orders required by this Contract.

2. The Contractor will designate a Project Manager who holds the following authority:
- Act as the Contractor's Representative for work to be provided under this Contract
 - Act as the Contractor's Representative regarding contractual matters relating to this Contract

If during the course of the Contract, it is deemed necessary to replace the Project Manager, CalRecycle Contract Manager approval is required.

Section VII Definition and Terms

General

Unless the context otherwise requires, wherever in this RFP or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity, and are intended to refer to persons of either sex.

Abbreviations

ADA	Americans with Disabilities Act
CAL EPA	California Environmental Protection Agency
CALRECYCLE	Department of Resources Recycling and Recovery
CCR	California Code of Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
GC	Government Code
PCC	Public Contract Code
RFP	Request for Proposals
SB	Small Business
SOW	Scope of Work
OSDS	The Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)

Cal EPA

The California Environmental Protection Agency

CALRECYCLE Staff

Staff of the Department of Resources Recycling and Recovery involved in the implementation of this contract or representatives of Consultant to the Department of Resources Recycling and Recovery as designated in the Work Orders.

Consultant

The person or persons, firm, partnership, corporation, or combination thereof, which may enter into this Agreement with CalRecycle to provide work pursuant to this RFP or his or their legal representatives

Contract

A legally binding agreement between the state & another entity, public or private, for the provision of goods or services; the written agreement covering performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Contract shall include the RFP, Proposal, general and specific terms and conditions, Work Orders, and supplemental agreements which may be required to complete the work in a substantial and acceptable manner.

Contract Manager

A person designated by the responsible state agency or department to manage performance under a contract.

Contractor

A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Director

The Director of CalRecycle, or his/her designees. Any references to Executive Officer shall mean the Director and/or designated officer.

Disabled Veteran Business Enterprise (DVBE Certified)

A business that meets all of the following criteria: (1) at least 51% of the business is owned by one or more disabled veterans or, in a business whose stock is publicly held, at least 51% or more of the stockholders are disabled veterans (2) the management and control of the business are exercised by one or more disabled veterans; (3) the business is domestically owned and its home office is in the

United States; and (4) the business has been certified as a DVBE by the State of California, Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS).

Legal Holiday

Those days designated as State holidays in the Government Code.

Project Manager

Contractor's representative for all work performed under this Contract. All official correspondence, reports, submittals, billings, and other work done under this Contract shall be reviewed and signed by the Project Manager prior to submittal to CalRecycle.

Scope of Work

The description of work required of a contractor by the awarding agency.

Small Business (Certified)

A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC 14837 and 2 CCR 1896.

State

The State of California.

State Contract Law

The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Contract to the same extent as if set forth herein in full.

Subcontractor

A person or entity which contracts with the Contractor to perform all or a portion of the work as specified in the Scope of Work.

Attachments

Cost Proposal Sheet (Rate Sheet)
Tire Derived Product Business Assistance Program: Industry-wide Support Activities
DRR10033

Complete this form and submit the original in accordance with the requirements of this RFP.

Contractor/Company Name: _____

This contract will be a time and materials based contract. Identify line item costs for each of the Proposer's team members. These will be the team members whose services will be utilized throughout the term of the Contract to be awarded as a result of this RFP process. All subcontractors must be identified in Column A (identify with an X) and their corresponding Subcontractor markups shown in Column E. Hourly rates identified on the Cost Proposal Sheet shall remain in effect throughout the term of the Contract. Add additional rows as needed.

A	B		C	D	E	F
Sub Contractor	Personnel Services: (Do not include travel or overhead) List the name, classification/title, and hourly rate of the contractor and all subcontractors that will make up the Proposer's team.		Fringe Benefits Identify fringe benefits citing actual benefits per hour for each classification/title or as a percentage of personal services costs if included in the hourly rate	Overhead Identify the overhead per hour for each classification/title or as a percentage of personal services costs if included in hourly rate	Subcontractor Markup Identify markup for each classification/title in cost per hour or as a percentage of personal services costs if included in the hourly rate	TOTAL HOURLY RATE By Classification/ Title
Mark X only if Sub Contractor	Name and Classification/Title	\$/Hr	\$/Hr or %	\$/Hr or %	\$/Hr or %	\$/Hr
	Project Manager					

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for CalRecycle to award a Contract. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Contract.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CalRecycle documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by CalRecycle in verification of the recitals comprising this Proposal and also hereby authorizes CalRecycle to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code §§ 10410 and 10411, and Government Code § 87100, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

If fringe benefits and/or overhead are not specifically itemized in the Cost Proposal Sheet or if the Proposer inserts a \$0, the Proposer must explain why these line items are not itemized. A blank space for either fringe benefits or overhead will be grounds for immediate disqualification.

Proposal Cost Sheet
Tire Derived Product Business Assistance Program: Industry-wide Support Activities
DRR10033

Complete this form and submit the original in accordance with the requirements of this RFP. Provide a description of the tasks to be performed (based on your methodology), identify the team members whose services will be utilized in completing the specified task, identify the hourly rates using the Total Hourly Rates (column F) identified on the Cost Proposal Sheet (Rate Sheet) (Attachment A), identify the estimated hours of service to be provided by each team member for the specified task description. Do not include travel, lodging or food costs since these costs are subject to the approved State per diem rates. Add additional rows as necessary.

Contractor/Company Name: _____

Task #	Personnel Services: Include name/position title, hourly rate [from Column F of Attachment A Cost Proposal Sheet (Rate Sheet)] and estimated number of hours to complete services for each task.				Fringe Benefits (Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs)	Operating Expenses (operating expenses related to the services provided in this agreement, including rent and supplies, as applicable)	Overhead (This information must be provided)	Total by Task
	Name/ Position	\$/Hr	Hrs	Total \$				
Total by Line Item	(Sum of Total \$)							GRAND TOTAL

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this proposal constitutes an irrevocable offer for a ninety (90) day period for the CALRECYCLE to award a Contract. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Contract.

The undersigned acknowledges that the Proposer has read all of the requirements set forth in CALRECYCLE documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by the CALRECYCLE in verification of the recitals comprising this Proposal and also hereby authorizes the CALRECYCLE to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code §§ 10410 and 10411, and Government Code § 87100, and this RFP by the submitting firm and/or any subcontractors listed in the Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name & Title of Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized Representative:

Date Signed:

Proposal Scoring Sheet
Tire-Derived Product Business Assistance Program
Industry-wide Support Activities, DRR10033

Name of Firm _____

Proposers must score a minimum of 80 percent of the possible points in each of the Experience and Methodology categories (i.e. a minimum of 24 and 28 points, respectively) in order to qualify for further consideration.

EXPERIENCE (Max 30 points) (Min 24 points to qualify)	POINTS POSSIBLE	POINTS EARNED
(1) Project Manager demonstrates multiyear experience and knowledge in solid waste management and business-related issues and possesses a comprehensive understanding of material flow and markets for tire-derived products in California.	10	
(2) Project manager, principal members and sub-contractors of consulting team demonstrate appropriate background and professional consulting experience working with California waste tire industry.	10	
(3) Project manager, principal members and sub-contractors of consulting team demonstrate practical experience regarding tasks identified in the RFP.	10	
METHODOLOGY (Max 35 points) (Min 28 points to qualify)		
(4) Explanation of how overall work plan (Task 1) to implement projects will be developed, including the timeline for implementation.	5	
(5) Identifies industry-wide challenges and barriers to enhanced market development (e.g., related to Tasks 2-6) and proposes comprehensive approaches (including specific activities and targets) to address these challenges and barriers.	10	
(6) Approach to providing essential industry-wide markets research and analysis, and technical approach to addressing industry-wide challenges.	15	
(7) Approach to cooperating with contractor of TBAP Technical Assistance Grants contract.	5	
BUDGET/COST (Maximum of 5 points)		
(8) Reasonableness of hourly rates	5	
SUBTOTAL		
(9) Cost Points	30 (approximately 30% of total)	
TOTAL POINTS	100	

Small Business/Disabled Veteran Business Enterprises (DVBE) Participation Summary

MARK ONE FOR EACH FIRM USED			NAME OF FIRM	NATURE OF WORK	TOTAL AMOUNT OF WORK (Mark one for each firm used)		IS CERTIFICATION FORM ATTACHED?
PRIME BIDDER	SUBCON-TRACTOR	SUPPLIER			SMALL	DVBE	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	
					\$	\$	

The appropriate certification letter issued by the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) can be attached for each Small and DVBE business identified.

Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or Proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____
Initials
+ certification
below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery
CALRECYCLE 74C (Revised 1/10 for Contracts)

To be completed by Contractor	
Name of Contractor:	
Contract #::	Work Order #:

Recycled-Content Certification

☐ Check this box if no products, materials, goods, or supplies were purchased with contract dollars and submit to your CalRecycle contract manager.

This form may be completed by contractor, vendor, bidder, buyer, state-contracting officer, or state purchasing agent. The form must be completed and returned to CalRecycle with a row completed for each product purchased with contract dollars. Attach additional sheets if necessary. Information must be included, even if the product does not contain recycled-content material. Product labels, catalog/website descriptions, or bid specifications may be attached to this form as a method of providing that information.

Contractor's Name _____ Date _____
Address _____ Phone _____
Fax _____ E-mail _____ Web site _____

Product Manufacturer	Product Description / Brand	Purchase Amount (\$)	¹ Percent Postconsumer Material	² SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1) (2) (3) (b) (1) (2) (3) 10233

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12205.

Print name _____ Signature _____ Company _____ Date _____

(See footnotes on the back of this page.)

1. *Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.*

If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone

2. *Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.*

Note: For reused or refurbished products, there is no minimum content requirement.

For additional information visit <http://www.calrecycle.ca.gov/BuyRecycled/>.

Code	Description	Minimum content requirement
Product Categories (11)		
1	Paper Products - Recycled	30 percent postconsumer fiber, by fiber weight
2	Printing and Writing - Recycled	30 percent postconsumer fiber, by fiber weight
3	Compost, Co-compost, and Mulch - Recycled	80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill
4	Glass - Recycled	10 percent postconsumer, by weight
5	Rerefined Lubricating Oil - Recycled	70 percent re-refined base oil
6a	Plastic - Recycled	10 percent postconsumer, by weight
6b	Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
7	Paint - Recycled	50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)
8	Antifreeze - Recycled	70 percent postconsumer material
9	Retreated Tires - Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived - Recycled	50 percent postconsumer tires
11	Metals - Recycled	10 percent postconsumer, by weight

Proposal Completion Checklist

Please use this checklist to assist in the preparation of your Proposal package to ensure that all required items are included.

-
- ☐ Cover Letter with contact information and statements as required in the RFP.
 - ☐ Organizational information and Personnel Information (Resumes)
 - ☐ Proposal (detailed Work Plan)
 - ☐ Cost Proposal Sheet
 - ☐ Samples of Written Work
 - ☐ Client References
 - ☐ Copy of Required License(s) (Secretary of State)
 - ☐ Contractor Status Form
 - ☐ Small Business/Disabled Veteran Business Enterprise (DVBE) Participation Summary *Form must be submitted even if participation levels are zero (write zero participation on form).*
 - ☐ Darfur Contracting Act Certification
-

The following number of PROPOSAL packages must be submitted as the Contractor's response to this RFP:

- ☐ One (1) unbound reproducible original Proposal package marked "Original"
 - ☐ Three (3) bound copies of the Proposal package marked "Copy".
 - ☐ One (1) Electronic copy of Proposal Package in Adobe Acrobat format with all documents in a single file, including all attachments.
-

The following form is only required upon submittal as applicable pursuant to the provisions outlined in Section III, Submittal Requirements:

- ☐ Certification of Enterprise Zone Act Preference
 - ☐ Certification of Target Area Contract Preference Act
 - ☐ Certification of Local Military Base Recovery Area Act Preference
-

The following forms are not required at the time of the proposal submission but will be required by the successful contractor during the contract period:

- ☐ Recycled Content Certification (Attachment F)
 - ☐ Payee Data Record (Standard Form 204)
-

Please note that if any of the items are missing from the Proposal package, the package will be considered incomplete and will be disqualified from the process.

Contractor Status Form

Contractor's Name: _____ County: _____

Address: _____ Phone Number: _____

Federal Employer Identification Number: _____ Fax Number: _____

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

If Individual or sole proprietorship, state the true name of sole proprietor: _____

If a Limited or General Partnership, list each partner and state their true name and interest in the partnership:

If a Corporation, state place and date of incorporation: _____

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officer: _____ Other Officer: _____

Provide explanation if claiming Other:

SMALL BUSINESS PREFERENCE

Are you claiming preference for small/micro business?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

Are you claiming preference for DVBE?

☐ YES – Attach approval letter from Office of Small Business Certification and Resources
☐ NO

NOTE: THIS FORM MUST BE COMPLETED OR YOUR BID MAY BE REJECTED

Client References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary.

BIDDER / SUBCONTRACTOR'S NAME:**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Cost of Service

Brief Description of Service Provided

If three references cannot be provided, explain why:

Confidentiality Agreement

This Agreement is entered into this _____ day of _____, 201____, by and between _____, a _____, (the "Company") and TBD., a _____ corporation ("TBD") with respect to the following facts:

- A. TBD and its subcontractors are engaged in the business of assessing and providing assistance to businesses that have applied for assistance through the Department of Resources Recycling and Recovery's ("CalRecycle") Tire-Derived Product Business Assistance Program ("Program").
- B. The Company acknowledges that TBD and its subcontractors have an existing high level of expertise in various areas related to the Company's areas of business. The Company further acknowledges that this expertise was acquired prior to execution of this Agreement.
- C. By submitting an application to CalRecycle to participate in the Program, the Company has agreed to allow TBD and its subcontractors to evaluate its business operations and management practices for the purposes of preparing a business assessment report and providing approved assistance services under the Program.
- D. It is anticipated that the Company will furnish TBD certain information which is either non-public, confidential or proprietary in nature and the parties desire to protect the confidentiality of this information as appropriate.

NOW, THEREFORE, in consideration of permitting the disclosure of certain information and the promises contained herein, the parties agree as follows:

1. Limited Access/Confidentiality. TBD will keep confidential all confidential and/or proprietary information (the "Information"), and, except as otherwise permitted herein, will not disclose or use the Information in whole or in part other than in connection with providing assessment and assistance services to the Company through the Program. TBD agrees to reveal the Information only to its agents, subcontractors, representatives, attorneys or employees who need to know the Information for the purpose of completing the services agreed to under the Program, who are informed of the confidential nature of the Information and who agree to act in accordance with the terms of this Agreement by executing the concurrent Acknowledgement and Agreement.
2. Non-Competition and Limitation on Use. TBD further agrees not to use the Information, or any portion of the Information, to:
 - a. engage in any activities that directly compete with the Company;
 - b. provide advice or assistance to, or be employed or retained by, any Company, business or entity that directly competes with the Company; it is understood that TBD or its subcontractors may be employed or retained by, or provide advice or assistance to one or more of the Company's competitors, but will take care not to use the Information in the performance of those duties; it is also understood that TBD may prepare at CalRecycle's request public reports that aggregate confidential data in a manner that safeguards confidential data related to any one company.
 - c. This section shall survive any termination of this Agreement and/or the contract between TBD and CalRecycle.
3. Exclusions From Limitations. TBD will not be prohibited from disclosing or using any Information which;
 - a. is or becomes generally available to the public other than as a result of a disclosure by TBD, its subcontractors, employees or agents;
 - b. was already in TBD's possession before any disclosure of the Information by the Company;
 - c. has been or is obtained by TBD from a third party (other than one acting on behalf of the Company) who TBD has no reason to believe is not lawfully in possession of the Information and who TBD has no reason to believe is in violation of any contractual, legal or fiduciary obligation to the Company with respect to the Information; or
 - d. is independently developed by TBD.
4. Other Disclosures. To the extent that TBD is required to disclose the Information pursuant to the requirements of any legal proceeding, TBD shall notify the Company and CalRecycle within one (1) business day of its knowledge of such legally required disclosure so that the Company may seek an appropriate protective order and/or waive TBD's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, TBD may disclose the Information if, in the written opinion of its counsel, failure to disclose such Information in any tribunal would subject TBD to liability for contempt, censure or other legal penalty or liability.

5. Destruction/Return of Documents. All drawings, programs, software, data, financial information and other written Information submitted by the Company or CalRecycle to TBD or its representatives shall be promptly returned to the Company or CalRecycle within one week of completion of the termination date of the work order governing the assessment or provision of assistance services to the Company. TBD may retain one copy of the Information for its legal records, but shall take appropriate steps to ensure that its confidentiality remains intact. TBD may also retain copies of compilations that do not specifically identify the Company or its data.
6. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
7. Service of Process; Venue; Inconvenient Forum. TBD agrees that any service of any process, summons, notice or document by U.S. Postal Service registered mail to TBD's address set forth below shall be effective service of process for any action, suit or proceeding brought against TBD in any court. To the extent permitted by applicable law, TBD hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of the United States of America located in the Eastern District of the State of California, or the California Superior Courts located in the County of Sacramento, California. TBD agrees and waives, irrevocably and unconditionally, any and all rights to plead or claim that any action, suit or proceeding brought in any court within the State of California has been brought in an inconvenient forum.
8. Term. This Agreement shall become effective as of the date on which it is executed by both parties and shall terminate two (2) years from the effective date. .
9. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the confidentiality of the Information and supersedes any prior written or oral agreements or negotiations between them concerning the subject matter contained in this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, among the parties, relating to the subject matter contained in this Agreement that are not fully expressed in this Agreement.
10. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the provision, covenant or condition determined to be invalid, void or unenforceable does not materially alter the essential terms of this Agreement. The invalidity of any provision of this Agreement regarding service of process, venue or convenience of forum, due to applicable law invalidating such provisions, shall not affect, impair or invalidate the remainder of this Agreement.
11. Binding Agreement. This Agreement is binding upon and will inure to the benefit of the Company and TBD and their respective successors and assigns.
12. Amendment and Termination. This Agreement may not be amended or canceled except by mutual written consent of both parties.
13. Counterparts. This Agreement may be executed in counterparts, any one of which shall be deemed an original and both of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

(COMPANY NAME)

By _____

Its _____

TBD

By _____

Its _____

Acknowledgment of Confidentiality Agreement

TBD, Inc. ("TBD") has executed a Confidentiality Agreement ("Agreement") with _____ (the "Company") dated _____ for assessment and assistance services provided under the Department of Resources Recycling and Recovery's ("CalRecycle") Tire-Derived Product Business Assistance Program (TBD Contract # DRR_____). This Acknowledgement of Confidentiality Agreement is expressly entered into for the benefit of the Company and may be enforced by either TBD or the Company.

You, as an employee of TBD, or as an employee or agent of a subcontractor to TBD, ("You") are bound by the terms of the Agreement by virtue of Your employment or agency and as a participant in the work.

Please read the attached Agreement, which is incorporated herein by this reference, provide the following information, which shall constitute the name and address to which service of any process, summons, notice or document by U.S. Postal Service registered mail may be made pursuant to Section 8 of the Agreement, and sign below:

(Name and Address)_____

_____ I have read the Agreement and *understand* the obligations to which I am bound under the terms of the Agreement.

Executed and Acknowledged:

Date _____

Name _____ Company _____